

# **EXHIBIT 4**

**REBATE AGREEMENT**

This Rebate Agreement ("Agreement") is made as of October 1, 2014 ("Effective Date") by and between Galena Biopharma, Inc. ("Galena") and C & R Pharmacy LLC ("C & R").

A. Galena is a pharmaceutical manufacturer, which develops and markets specialty drugs used in the treatment of cancer.

B. C & R is a licensed pharmacy.

C. The parties agree to the following terms and conditions in furtherance of an arrangement under which Galena's products ("the Products") will be made available to C & R at a discounted price.

**1. THE PRODUCTS.**

The Products subject to this Agreement are identified on Exhibit "A", attached hereto, and incorporated herein by this reference.

**2. THE SOURCE.**

The Products may be purchased by C & R through any drug wholesale distributor licensed by the corresponding State Board of Pharmacy.

**3. THE REBATE.**

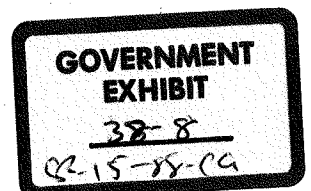
C & R will provide proof of purchases of the Products to Galena by the 5<sup>th</sup> day of each month, which proof of purchase will identify the Products purchased during the immediately preceding month, as well as their quantity and price. Galena will pay to C & R, by the 30<sup>th</sup> day after the end of each calendar quarter, a rebate based on the following structure:

NOTE: Below rebate rates are based on non-voucher prescription dollars:

Low Range		High Range		Rate Adjustment
\$		\$	225,000	8.75%
\$	225,000	\$	275,000	9.0%
\$	275,000	\$	325,000	9.5%
\$	325,000	\$	375,000	10.0%
\$	375,000	\$	425,000	10.5%
\$	425,000	\$	525,000	11.0%
\$	525,000	\$	675,000	15.0%
\$	675,000	\$	925,000	18.0%
\$	925,000	\$	10,000,000	20.0%

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ADMITTED  
IN 11/9/17  
EVIDENCE



**LOYALTY PROGRAM REBATE.** In addition to the structure above, Galena agrees to pay C & R an additional 5% rebate on all purchases at the end of four calendars if the monthly average for that period exceeds \$400,000.00 in non-voucher prescription dollars. The loyalty program rebate is paid annually.

4. **THE TERM.**

**Term.**

The term of this Agreement shall commence on the Effective Date, and shall terminate one year from the Effective Date, unless earlier terminated in accordance with this Agreement; provided, however, that the Agreement will be automatically renewed unless either Party gives written notice to the other within sixty (60) days of the beginning of the new calendar year.

**Termination Without Cause.**

Either Party may terminate this Agreement in whole, without cause. In the event C & R shall determine to terminate the Agreement, C & R shall provide Galena written notice of such termination, effective upon Galena's receipt of the notice. In the event Galena shall determine to terminate the Agreement, Galena shall provide C & R with at least sixty (60) days prior written notice of such termination.

**Termination For Cause.**

Either Party may terminate this Agreement upon thirty (30) days written notice thereof to the other upon the occurrence of the following event: the other Party materially breaches this Agreement and does not cure such breach within thirty (30) days of receipt of such notice.

The Agreement may be terminated immediately by either Party if one Party becomes bankrupt or insolvent or makes an unauthorized assignment or goes into liquidation or proceedings are initiated for the purpose of having a receiving order or winding up order made against it or the other Party applies to the courts for protection from its creditors.

The Agreement may be terminated immediately by either Party if C & R has submitted a utilization report to Galena which Galena determines, in its sole judgment, contains claims which are not due and payable under this Agreement; or a Party is found guilty of or liable for fraud or making false claims.

The Agreement may be terminated immediately by either Party if there is a material change in any applicable federal, state, or local law or regulation that affects either the value of this Agreement or either Party's compliance obligations under this Agreement.

5. **RECORDS.**

C & R will retain all records evidencing purchase of the Products for a period of not less than one year, and will make such records available to Galena upon request.

6. **DELIVERY SERVICES.**

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All products sold by C & R Pharmacy are picked up from their pharmacy in Mobile, AL.

7. **CONFIDENTIALITY.**

This Agreement is confidential between the parties hereto, and neither party, nor its employees, shall disclose, its existing or the terms thereof to any third party.

8. **DISPUTES.**

In the event a dispute shall arise regarding the interpretation or enforcement of this Agreement or any of its terms, resulting in legal action being taken, each party will be responsible for its own attorneys' fees and costs incurred thereby.

9. **GOVERNING LAW.**

This Agreement shall be interpreted in accordance with, and governed by, the laws of the State of Oregon, without regard to its conflicts of law principles.

10. **NOTICE.**

Notice to Galena shall be sent to:

Galena Biopharma, Inc.  
Mae Ide, Director, National Accounts  
4640 SW Macadam Avenue, Suite 270  
Portland, OR 97239

Notice to C & R shall be sent to:

C & R Pharmacy LLC  
Caye McConaghy Renegar, Supervising  
Pharmacist  
4682 Airport Blvd, Suite A  
Mobile, AL 36608

11. **COMPLIANCE WITH LAWS.**

Each Party represents that its performance under this Agreement will be in full compliance with any and all applicable laws, regulations and guidance. C & R shall comply with all applicable laws relating to the dispensing of the Products purchased under this Agreement. C & R shall at all times be responsible for providing drugs to its customers, in C & R's independent judgment, are in the best clinical interest of those patients.

12. **DISCOUNTS & PRICE REPORTING**

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The Parties agree that all discounts, rebates, or other reductions in price pursuant to this Agreement are "discounts and other reductions in price" under Section 1128B(b)(3)(A) of the Social Security Act (42 U.S.C. § 1320a-7b(b)(3)(A)). Galena and C & R agree to comply with the discount statutory exception, 42 U.S.C. § 1320a-7b(b)(3)(A), and the applicable Discount Safe Harbor regulations, 42 C.F.R. § 1001.952(h), which relate to Galena's obligation to report and disclose any discounts, rebates, and other reductions to C & R for the Products purchased under the Agreement. C & R shall report all discounts to reimbursing agencies (including without limitation Medicare and Medicaid) and other entities, maintain records thereof, and provide information to reimbursing agencies and other governmental agencies upon request, in accordance with all applicable laws and regulations, including without limitation 42 C.F.R. § 1001.952(h) and 42 U.S.C. § 1320 a-7b(b)(3)(A).

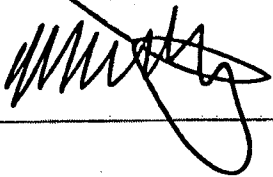
Where a price concession is required to be reported to the Centers for Medicare and Medicaid Services or any state-operated health care program under the Discount Safe Harbor to the Federal Anti-kickback Statute, C & R shall fully and accurately report such price concession. To the extent that the price concession may be determined at the time of sale, Galena hereby informs C & R that the value of the price concessions attributable to the sale are as reflected in this Agreement. To the extent that the value of the price concession is not known at the time of sale, C & R acknowledges that the sales made under this Agreement reflects a price concession that is not known at the time of sale. When the value of the discount becomes known, Galena shall provide C & R with documentation of the calculation of the price concession identifying the specific goods or services purchased to which the price concession will be applied.

### 13. COUNTERPARTS.

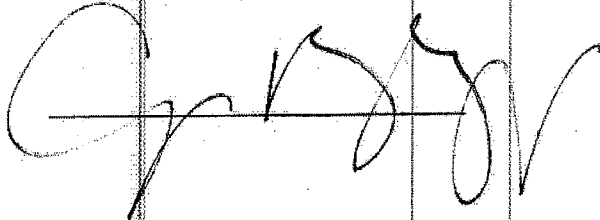
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day first above written.

GALENA BIOPHARMA, INC.



C & R Pharmacy LLC



## EXHIBIT "A"

ITEM AND NDC #	
57881-331-32 Abstral (fentanyl) 100 mcg, 32 sublingual tablets	
57881-332-32 Abstral (fentanyl) 200 mcg, 32 sublingual tablets	
57881-333-32 Abstral (fentanyl) 300 mcg, 32 sublingual tablets	
57881-334-32 Abstral (fentanyl) 400 mcg, 32 sublingual tablets	
57881-336-32 Abstral (fentanyl) 600 mcg, 32 sublingual tablets	
57881-338-32 Abstral (fentanyl) 800 mcg, 32 sublingual tablets	

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